

2011 WL 6942571 (Minn.Dist.Ct.) (Trial Pleading)  
District Court of Minnesota,  
Fourth Judicial District.  
Hennepin County

Tomeka L. JOHNSON, Plaintiff,  
v.  
Jonathan THOMAS and The Thomas Estates LLC, Defendants.

No. DMNHENN01042012140334.  
December 9, 2011.

**Complaint**

Law Offices Of the Legal Aid Society of Minneapolis, Sean Burke, Attorney No. 0392115, JaPaul Harris, Attorney No. 0328224, Attorneys for Plaintiff Tomeka L. Johnson, 430 First Avenue North, Suite 300, Minneapolis, MN 55401-1780, Telephone: (612) 746-3759, Facsimile: (612) 746-3759.

CASE TYPE: DISCRIMINATION, OTHER CIVIL

INTRODUCTION

1. This is an action for declaratory relief under the Supplemental Security Income provisions of the United States Code and declaratory relief, injunctive relief, and damages under the Minnesota Human Rights Act ("MHRA"), and the Minnesota Vulnerable Adult Act ("VAA"). Plaintiff Tomeka L. Johnson ("Ms. Johnson") is a disabled person. Her monthly disability payment comes to her as a credit on a debit card issued through Supplemental Security Income ("SSI"). The Defendants are a landlord and his management company. The Defendant landlord demanded and received from Ms. Johnson her Direct Express SSI debit card as a condition of renting an apartment to her. He then refused to return the card when asked to do so six times. When Ms. Johnson got an attorney to assist her and cancelled the Direct Express SSI debit card that the landlord was using, he started an eviction proceeding against her. These actions violate provisions of the Supplemental Security Income laws, the MHRA, and the VAA. Plaintiff therefore seeks a declaratory judgment establishing her rights under these provisions, an injunction preventing a retaliatory eviction, and damages including costs and attorney's fees.

APPLICABLE LAW

2. This Complaint is brought pursuant to the prohibition on assignment of benefits under the Supplemental Security Income provisions, [42 USC § 1383\(d\)\(1\)](#); the MHRA, [Minn. Stat. §§ 363A.09](#) and [363A.15](#); and the private cause of action for **financial exploitation** under the VAA, [Minn. Stat. § 626.557, subdiv. 20](#).

3. The Supplemental Security Income provision [42 USC § 1383\(d\)\(1\)](#) provides that future SSI payments to persons qualifying for payment under the Supplemental Security Income program shall not be transferable or assignable.

4. The MHRA, [Minn. Stat. § 363A.09](#), protects individuals against discrimination in real property sales and rental agreements. Members of protected classes, including those who are disabled and receive public assistance, are protected against rental practices by owners who require different terms and conditions of rental on the basis of a person's status as belonging to a protected class.

5. The MHRA, [Minn. Stat. § 363A.15](#), also protects persons who oppose the discriminatory practices of others from reprisal.
6. The VAA, [Minn. Stat. § 626.557, subdiv. 20](#), provides a cause of action for a vulnerable adult who is a victim of **financial exploitation** as it is defined in 626.5572, subdiv. 9.
7. The VAA provides for recovery of compensatory damages and statutory damages equal to three times the amount of the compensatory damages or \$10,000, whichever is greater.
8. Vulnerable adults are individuals over the age of 18 who receive certain care or services or who have physical or mental impairments that impair their ability to adequately provide care and services for themselves and make them susceptible to maltreatment.
9. The Minnesota Legislature has given special attention to the pervasive issue of **financial exploitation** against these vulnerable persons. **Financial exploitation** includes a broad array of practices and actions designed to separate vulnerable persons from their **financial** resources. This private cause of action went into effect in 2009 to further the public policy declared by the VAA. The VAA is designed to “protect adults who, because of physical or mental disability... are particularly vulnerable to maltreatment... (and) to assist in providing safe environments for vulnerable adults.” [Minn. Stat. § 626.557, subdiv. 1](#).

## FACTS

### *The Parties and Property at Issue*

10. Plaintiff Ms. Johnson is a 26 year old single adult.
11. Ms. Johnson lives in an apartment at 3001 North 6th Street, Apartment #4, Minneapolis, Minnesota 55411, Hennepin County.
12. Defendant Jonathan A. Thomas (“Defendant Thomas”) owns and resides at the residential building at 3001 North 6th Street, a Minneapolis residential building with four separate housing units.
13. Defendant Thomas lives at 3001 North 6th Street, Apartment #3, Minneapolis, Minnesota 55411, Hennepin County.
14. Defendant Thomas also owns other property in Minnesota.
15. Defendant Thomas is the owner of Defendant The Thomas Estates Limited Liability Corporation (“Defendant Thomas Estates”), a registered LLC with the Secretary of State with a mailing address the same as the residential building at 3001 North 6th Street, Minneapolis, MN 55411.

### *Ms. Johnson is Disabled and is a Vulnerable Adult*

16. Ms. Johnson has been diagnosed with depression and bi-polar disorder that materially limits one or more of her major life activities.
17. Ms. Johnson suffers from periodic depressive episodes that can last for a number of hours and sometimes over multiple days.
18. Ms. Johnson's depression increases with the onset of anxiety and fear and when she is agitated by other people.

19. Ms. Johnson internalizes much of her aggression, anxiety, and fear to that point where she becomes physically debilitated and further depressed.

20. In order to mitigate these triggers of depression, Ms. Johnson often attempts to please and appease those around her by giving in to any demands they may ask of her.

21. Ms. Johnson is a vulnerable adult as defined in [Minn. Stat. § 626.5572, subdiv. 21\(4\)](#), suffering from depression and bipolar disorder that impair her ability to provide adequately for her own care without assistance.

22. Because of these mental and physical infirmities and the need for care and services, Ms. Johnson has an impaired ability to protect herself from maltreatment.

23. Ms. Johnson receives SSI because she is disabled and meets the economic guidelines required for this federal benefit.

24. Ms. Johnson receives \$674.00 per month from SSI.

25. Ms. Johnson also receives food support in the amount \$80.00 per month and General Assistance (“GA”) in the amount of \$80.00 per month.

26. Ms. Johnson's SSI is distributed to her on the first day of each month.

27. Ms. Johnson's only way to access her SSI benefit is by using her Direct Express SSI debit card with the proper PIN number.

28. The Direct Express SSI debit card is given to SSI recipients so they can access their benefits.

29. The Direct Express SSI debit card program allows the Social Security Administration to deposit Ms. Johnson's federal SSI benefit payment directly into the account.

30. Ms. Johnson's Direct Express SSI debit card can be used as any other debit card with the proper PIN number.

***Defendant Thomas Questions Ms. Johnson About her Disabilities and Receiving SSI***

31. In early August, 2011, Ms. Johnson contacted Defendant Thomas seeking an apartment to rent.

32. After exchanging phone calls, Defendant Thomas drove by the apartment where Ms. Johnson was staying and told her to get into his car for a conversation.

33. Defendant Thomas began asking questions about Ms. Johnson's background.

34. Defendant Thomas asked if Ms. Johnson could afford a unit, how Ms. Johnson was going to pay rent, and how much money she made.

35. Ms. Johnson responded that she received SSI in the amount of \$674.00 per month and was expecting money from a recent personal injury lawsuit.

36. Upon learning Ms. Johnson's source of income, Defendant Thomas asked Ms. Johnson why she was receiving SSI.

37. Defendant Thomas asked Ms. Johnson if she was going to act “crazy.”

38. Defendant Thomas continued prying into Ms. Johnson's background until she told him the details about her extensive history of childhood and domestic abuse, including sexual abuse; her diagnosis of depression; and her other disabilities.

39. Ms. Johnson also told Defendant Thomas that she had recently come to Minneapolis from Chicago and had no support network.

40. Defendant Thomas asked if she had any family and Ms. Johnson replied that she did not get along well with most of her family, including her Grandmother in Chicago, because they had abused her in the past.

41. Ms. Johnson said that she would not cause any trouble and could pay her rent in full.

***Defendant Thomas Deceives Ms. Johnson and Hennepin County Emergency Assistance about the Rental Unit***

42. Defendant Thomas said he may have two units available, one for \$625.00 per month and one for \$525.00 per month.

43. Defendant Thomas did not identify the locations of the units.

44. Defendant Thomas offered Ms. Johnson an unidentified unit for \$625.00 per month, including utilities, with a required rental deposit of \$625.00.

45. Ms. Johnson stated she did not have enough money to cover the rental deposit.

46. Defendant Thomas told Ms. Johnson that would not be a problem because he knew of a service that could pay her deposit for her.

47. Defendant Thomas encouraged Ms. Johnson to apply for Emergency Assistance ("EA") from Hennepin County to cover the cost of the rental deposit and he gave her directions to the County EA office.

48. In early August, 2011, Ms. Johnson went to the Hennepin County Emergency Assistance aid office to apply for EA.

49. Ms. Johnson was assigned an EA team worker who told her that she would not be approved for \$625.00 monthly rent because it was too much of her monthly income.

50. The EA team worker told Ms. Johnson that if the landlord agreed to rent a unit for \$525.00, she could be approved for \$525.00 rent and would be given a deposit in that amount.

51. When Ms. Johnson told this to Defendant Thomas, he agreed to rent Ms. Johnson a unit for that amount.

52. Defendant Thomas confirmed both to Ms. Johnson and the County EA office that Ms. Johnson's rent would be \$525.00 per month with utilities included and with a rental deposit of \$525.00.

53. Defendant Thomas signed a shelter-verification form verifying to the County EA aid office and Ms. Johnson that he would be renting a unit to Ms. Johnson for \$525.00 per month with utilities paid by the landlord.

54. On the form, Defendant Thomas identified the unit for rent as being located at 2014 - 25<sup>th</sup> Ave. North, Minneapolis, MN 55411.

55. Defendant Thomas never showed Ms. Johnson this unit or explained to Ms. Johnson at this time what unit Ms. Johnson would be renting.

56. Defendant Thomas dated the shelter verification form August 10, 2011, and sent it to the County EA office for approval.

57. Based on Defendant Thomas' representations and agreement, Ms. Johnson was approved for EA on August 30, 2011 for the amount of \$525.00. The County EA office sent Defendant Thomas a check for that amount.

***Defendant Thomas Deceives Ms. Johnson About the True Cost of the Rental Unit***

58. After agreeing to a rental price of \$525.00 per month, Defendant Thomas told Ms. Johnson that he would still need something more from her and they would work something else out despite what he told her and the County EA office.

59. Ms. Johnson thought that this meant she might have to do some work for Defendant Thomas.

60. In the middle of August, 2011, Defendant Thomas showed Ms. Johnson a different residence than the one listed on the EA shelter verification form.

61. The unit he showed her was located at 3001 North 6th Street, Apartment #4, Minneapolis, MN 55411 ("Apt. 4 unit").

62. Upon inspecting the Apt. 4 unit, Ms. Johnson asked about the significant clutter of bikes and other items, the damage to the property, the rotten items in the trash, unpainted walls, a large hole in one wall, and other significant issues inside and outside the apartment.

63. Defendant Thomas said the previous tenant had left it in poor condition and that he would have it cleaned up.

64. On approximately August 30, 2011, Defendant Thomas met with Ms. Johnson and showed her part of a background check with her credit history.

65. Defendant Thomas again questioned Ms. Johnson about her income and ability to pay and told that her that she could not afford to rent from him.

66. In order to prove she could pay, Ms. Johnson showed Defendant Thomas her Direct Express SSI debit card.

67. Defendant Thomas demanded to see the card.

68. Defendant Thomas demanded to know the PIN number.

69. Defendant Thomas said that he would check to make sure her card worked and that he had a friend at a bank who could make sure that she was telling the truth.

70. Ms. Johnson, fearful that Defendant Thomas would break his agreement to rent to her if she did not comply, gave him the card and told him the PIN number as he had demanded.

71. Ms. Johnson believed that Defendant Thomas would return the card after checking to make sure it worked.

72. From the moment Defendant Thomas took the Direct Express SSI debit card on approximately August 30, 2011, until October 27, 2011, when Ms. Johnson, with assistance from her attorney, canceled that same card, she had no access to any of her SSI funds.

73. Upon information and belief, only Defendant Thomas or his agents in his control had access to and controlled Ms. Johnson's Direct Express SSI debit card, PIN number, and the funds in the account during the time between approximately August 30, 2011 and October 27, 2011.

74. Upon information and belief, all withdrawals and purchases made with Ms. Johnson's Direct Express SSI debit card between approximately August 30, 2011 and October 27, 2011 were made by Defendant Thomas or agents in his control.

75. After taking control of the card, Defendant Thomas then told Ms. Johnson that the keys to the Apt. 4 unit were in the mailbox outside the door.

76. Later that evening, Ms. Johnson went to the Apt. 4 unit. She found the keys in the mailbox and dropped her belongings inside the apartment.

77. The Apt. 4 unit had not been cleaned up and it had an overwhelming bad odor, so Ms. Johnson decided not to stay the night.

***Defendant Thomas Refuses to Return the Direct Express SSI debit card and Demands Further Assurances of Payment***

78. The next morning, approximately August 31, 2011, Defendant Thomas told Ms. Johnson that there was a problem with her background check.

79. He told her he would not rent to her for \$525.00, but that it would now cost \$600.00 per month including utilities and that he now required a new rental deposit, over and above the \$525.00 already paid, in the amount of \$600.00.

80. During the conversation regarding this increase, Ms. Johnson said she could not afford \$600.00, nor could she afford a second deposit.

81. In addition to the rent and rent deposit increases, Defendant Thomas told Ms. Johnson that he also needed assurances that she would pay \$600.00 each month.

82. Ms. Johnson offered that if he gave her the card back, she could go with him each month to withdraw the rent money off of her Direct Express SSI debit card.

83. When Defendant Thomas refused this offer, Ms. Johnson requested that he return her Direct Express SSI debit card to her.

84. Defendant Thomas refused to return the Direct Express SSI debit card.

85. Despite having her Direct Express SSI debit card, Defendant Thomas demanded more assurances, including personal references, to confirm that Ms. Johnson would pay her rent.

86. Ms. Johnson told Defendant Thomas that she had no other references and reminded him that she had no support network in Minnesota.

87. Defendant Thomas demanded she call her personal injury lawyer and her grandmother.

88. Ms. Johnson told him that she had already been instructed not to call her personal injury lawyer and that she was afraid of calling her grandmother.

89. Defendant Thomas continued to demand Ms. Johnson call her grandmother.

90. Ms. Johnson finally gave in and called her grandmother, who became irate for being disturbed and who proceeded to curse at Ms. Johnson and yell at her over the phone.

91. Ms. Johnson became emotionally distraught and began crying.

92. Defendant Thomas continued to demand Ms. Johnson call her personal injury lawyer.

93. Fearful that Defendant Thomas would not give back her card or follow through with the rental agreement, she called her lawyer's office.

94. Defendant Thomas got on the phone with someone at the personal injury lawyer's office, and began asking questions about Ms. Johnson's expected monetary award from her lawsuit.

95. The person on the phone requested to speak with Ms. Johnson, and then scolded Ms. Johnson for calling the office and told her not to tell her landlord about her lawsuit anymore.

96. Ms. Johnson was fearful that she had upset too many people and that Defendant Thomas would now break the agreement.

97. Defendant Thomas continued to express frustration and said he normally did not rent to people in her situation, but that he was creating a special exception for her.

98. Defendant Thomas told her that since she still had the keys, she should just go to the apartment and that he would make sure that she could pay.

***Defendant Thomas Requires Ms. Johnson to Permanently Surrender  
her Direct Express SSI Debit Card in Order to Continue Renting***

99. Later, outside the presence of Defendant Thomas, Ms. Johnson called her EA team worker at the County EA Aid office and asked if they could help pay a second deposit that Defendant Thomas had demanded.

100. The EA team worker advised her that he could not do that and they would not give a second deposit.

101. Believing that she had to comply with Defendant Thomas' demands in order to rent the unit, Ms. Johnson went back to the Apt. 4 unit.

102. She started cleaning inside the Apt. 4 unit and stayed there for the first night on approximately August 31, 2011. She continued cleaning the next morning on approximately September 1, 2011.

103. On September 1, 2011, Social Security deposited \$674.00 into Ms. Johnson's SSI account for her monthly SSI payment.

104. On September 1, 2011, Ms. Johnson saw Defendant Thomas outside her Apt. 4 unit. She informed him that she had called the County EA office and they said they would not pay the \$600.00 second deposit.

105. Upon hearing this, Defendant Thomas became angry and yelled at Ms. Johnson, telling her that she should not have gone behind his back like that.

106. For the second time, Ms. Johnson requested her card back.

107. For the second time, Defendant Thomas refused to return her Direct Express SSI debit card.

108. Defendant Thomas said that he would need to keep the card in order for her to continue renting from him.

109. On September 2, 2011, \$663.00 was withdrawn from Ms. Johnson's SSI account from an ATM machine at the US Bank Plaza in Minneapolis.

110. Around this same time, in early September, 2011, Defendant Thomas asked Ms. Johnson how she was going to pay for the rest of the \$600.00 second deposit.

111. Ms. Johnson stated that she only received GA in the amount of \$80.00 per month, most of which went to pay for other bills. She also stated that she received food stamps.

112. Defendant Thomas requested that Ms. Johnson give him the food stamps in exchange for old food left over from another tenant.

113. On approximately September 3, 2011, Ms. Johnson saw Defendant Thomas outside her unit preparing to leave for the Labor Day weekend. Defendant Thomas showed Ms. Johnson the Direct Express SSI debit card still in his control and told her that he had successfully used it.

114. Ms. Johnson asked for her Direct Express SSI debit card back for a third time.

115. When Defendant Thomas again refused to return the Direct Express SSI debit card, he stated that there was only \$13.00 left on the card anyway.

116. Ms. Johnson reiterated for a fourth time that she wanted the card to access the \$13.00 for food and personal items.

117. Defendant Thomas declined to return the card for a fourth time and told Ms. Johnson that she already owed him a lot of money.

118. Around this same time, Defendant Thomas offered to reduce rent payments by approximately \$25.00-\$40.00 per month if Ms. Johnson would work for him by cleaning his rental properties.

119. Defendant Thomas implied that he was offering this deal as a favor to Ms. Johnson and that she owed him money.

120. Before he left for the Labor Day weekend, Defendant Thomas showed her a broom and a rake and told her to start working.

121. At some time in early September, 2011, believing she still owed money for the second deposit, Ms. Johnson borrowed \$200.00 and paid it to Defendant Thomas.

122. On September 7, 2011, two purchases were made with Ms. Johnson's Direct Express SSI debit card in the amounts of \$8.04 and \$2.00 from a store in Minneapolis.

***Ms. Johnson Suffers from Increased Anxiety and Depressive Episodes  
That Further Limit her Ability to Protect from Financial Maltreatment***

123. During September, 2011, Ms. Johnson, feeling particularly fearful, anxious, and angry, because of her lack of control of her Direct Express SSI debit card and living situation, experienced an increase in the amount and intensity of her depressive episodes.



124. During September, 2011 and parts of October, 2011, feeling more depressed, confused, and helpless, Ms. Johnson did not take any action to enforce her right to control her own funds.

125. The depressive episodes would sometimes last for a number of hours and sometimes over multiple days.

126. During these episodes, Ms. Johnson did not eat, bathe or otherwise adequately take care of her own needs.

127. Although she liked to keep her own apartment clean, during these depressive episodes Ms. Johnson would not clean up after herself.

128. During late September, 2011, Ms. Johnson, in anticipation of the coming month's rent, and in need of food, asked for her Direct Express SSI debit card back for the fifth time.

129. For the fifth time, Defendant Thomas refused to return the card or allow her to access her own account.

130. Defendant Thomas again told Ms. Johnson that their rental agreement required him to keep the Direct Express SSI debit card.

***Defendant Thomas Coerces Ms. Johnson into Signing a Lease for \$600.00 per Month***

131. At about this same time, Defendant Thomas produced a written lease agreement ("lease") that he claimed reflected their agreement.

132. He told Ms. Johnson that she needed to sign and backdate the lease to say September 1, 2011.

133. Defendant Thomas also told Ms. Johnson that despite their agreement that he would pay the utilities; the utilities would still need to be transferred to her name. The electrical utility company did transfer the electricity to Ms. Johnson's account.

***Ms. Johnson Receives Care and Services from Neighbors and Friends***

134. In the later part of September, 2011, Ms. Johnson, continuing to feel symptoms of depression and bi-polar disorder, ran out of money to pay for food and other provisions.

135. During some of her depressive episodes, Ms. Johnson's neighbor and co-tenant in the building living in Apt. 2, Stephanie Smith ("Ms. Smith"), brought her meals and helped her cook.

136. During one or more of these episodes, Ms. Smith would come to Ms. Johnson's residence to wake her up, to help her with meals, and to make sure she showered and took care of her personal needs, including basic hygiene.

137. Around this same time, other friends and acquaintances from her church would visit Ms. Johnson to help take care of her.

138. These friends would help her with meals, bring her furniture, help her with basic chores such as cleaning the apartment, and take her on outings outside of her home.

139. After observing Ms. Johnson's living situation over a period of several weeks, Ms. Smith told Ms. Johnson that Defendant Thomas was taking advantage of Ms. Johnson's situation and that she needed to get her Direct Express SSI debit card back.

140. Unlike the conditions placed upon Ms. Johnson's tenancy, Ms. Smith was not forced or required to give Defendant Thomas control of any property or funds in order to rent from him, except the monthly rent.

***Defendant Thomas has Ms. Johnson Clean the Property at 2014 - 25th Ave. North***

141. In approximately late September, 2011, Ms. Johnson's former boyfriend broke into the Apt. 4 unit without her permission and damaged the front door.

142. Defendant Thomas paid to have the door fixed at a total cost of approximately \$190.00.

143. Ms. Johnson asked if the damage could be deducted from her rental deposit.

144. Defendant Thomas refused and told Ms. Johnson she could pay the cost of fixing the door by working for him at the rate of \$8.00 per hour to clean his rental properties.

145. Defendant Thomas assured Ms. Johnson that he was doing her a favor by offering her a job.

146. On one occasion around this time, Ms. Johnson asked Defendant Thomas for \$1.00 or if she could at least borrow some toilet paper from him.

147. Defendant Thomas laughed and told her to just use her hand.

148. Defendant Thomas told Ms. Johnson that she was already in debt to him and that she was asking a lot from him.

149. During the course of several days after the door was broken, Ms. Johnson cleaned the property at 2014 - 25th Ave. North, Minneapolis, MN 5541.

150. Because the inside of the property was filled with multiple dead animals, feces on the floors and walls, rotting food, and other significant damage, Ms. Johnson had to return to the building on approximately four separate occasions in order to clean it completely.

151. Ms. Johnson spent approximately 18 hours cleaning the property.

152. Ms. Johnson used some of her own supplies to clean the property and was never reimbursed.

153. Upon information and belief, Defendant Thomas never kept an accounting of this work.

154. After she finished cleaning the property, Defendant Thomas told Ms. Johnson that she was still in debt to him and demanded that she rake up leaves in the front of her own Unit.

***Defendant Thomas Depletes all of Ms. Johnson's October SSI Funds and Refuses to Return the Direct Express SSI debit card for the Sixth Time***

155. On October 1, 2011, Social Security deposited \$674.00 into Ms. Johnson's SSI account for her monthly SSI payment.

156. On October 1, 2011, a total of \$675.13 was withdrawn from Ms. Johnson's Direct Express SSI debit card account in the following manner:

a. one cash purchase of \$4.99;

- b. three separate withdrawals of \$202.00 each;
- c. one withdrawal of \$42.00;
- d. one cash purchase of \$19.44; and
- e. three ATM withdrawal fees for \$0.90 each.

157. At the beginning of October, 2011, Ms. Johnson requested the Direct Express SSI debit card back for the sixth time, knowing that her food support account would not be credited until October 10.

158. Defendant Thomas refused her request for the sixth time.

159. Before her food support account was credited, Ms. Johnson experienced more prolonged depressive episodes, periods of hunger, and long periods without bathing or cleaning herself due in part to depression and lack of supplies.

160. During one or more of these episodes, Ms. Smith helped Ms. Johnson by convincing her to eat, get out of the apartment, and clean herself and her apartment.

***Ms. Johnson Seeks Legal Assistance and Defendant Thomas Retaliates***

161. During approximately the second week of October, 2011, Ms. Smith convinced Ms. Johnson that Defendant Thomas would never give back her card and encouraged her to call for help.

162. Shortly thereafter, Ms. Johnson contacted The Legal Aid Society of Minneapolis.

163. Around this same time, Ms. Johnson told Defendant Thomas she was seeking advice and assistance from an attorney because of his treatment of her.

164. Defendant Thomas told Ms. Johnson that she should be careful about what she was doing and think carefully about seeking legal advice.

165. During more than one occasion in the months of September and October, Defendant Thomas said that he had “put people out” before and that he had a friend at the Sheriff’s office that takes care of evictions.

166. When she heard these comments, Ms. Johnson suffered increased anxiety and was fearful because she believed he was warning her and that he would put her out as well if she did not comply with all of his demands.

167. Sometime in October, 2011, after Ms. Johnson told Defendant Thomas that she was seeking legal assistance, he delivered a paper to her that purported to be a lease cancellation.

168. This purported lease cancellation stated that upon her signing the paper, Ms. Johnson would be breaking the rental agreement, could owe the Defendants up to \$6,000.00, and would be susceptible to garnishment of her wages for any unpaid debts.

169. Ms. Johnson became more anxious, confused, and fearful when she received this paper.

170. Ms. Johnson did not sign the paper.

171. Around this time, Defendant Thomas would harass Ms. Johnson by knocking on her door late at night.

172. On October 27, 2011 Ms. Johnson, with assistance, called the Direct Express card servicing agency, explained the situation, verified her account, canceled the Direct Express debit card in Defendant Thomas's possession, and ordered a replacement card.

173. On October 28, 2011, Ms. Johnson, through her attorney, sent Defendant Thomas a letter stating that the Direct Express SSI debit card he had in his possession was cancelled by the vendor and that Ms. Johnson would pay her rent when she received a new card.

174. The weekend that Defendant Thomas received the letter, he harassed Ms. Johnson by banging on her door and demanding that she speak with him.

175. Upon information and belief, Defendant Thomas also briefly shut off the power to her apartment.

176. On November 6, 2011, still without her new card, Ms. Johnson borrowed \$425.00 and bought a money order for that amount.

177. That same day, she put the money order in Defendants' rent deposit box that is attached to the outside of the building at 3001 North 6th Street.

178. On either November 8 or 9, 2011, Ms. Johnson received her new Direct Express SSI debit card and bought another money order for \$100.00.

179. That same day, she put the \$100.00 money order in the rent deposit box.

180. On November 10, 2011, without returning her November rental payments, Defendant Thomas Estates filed an eviction action against Ms. Johnson, claiming breach of lease because of noise, damage to unit, and threatening the safety of other residents.

181. On November 15, 2011, the money order for \$425.00 was cashed.

182. On December 1, 2011, Ms. Johnson bought a money order for \$525.00 and put it in the rent deposit box that same day.

183. On December 2, 2011, the Unlawful Detainer action was dismissed without prejudice.

184. On December 6, 2011, the December rent money order for \$525.00 was cashed.

### **FIRST CAUSE OF ACTION**

#### **Discrimination on Basis of a Disability Through Different Terms and Conditions of Rental Agreement [Minn. Stat. § 363A.09, Subdiv. 1\(2\)](#)**

185. Paragraphs 1 through 184 of the Complaint are incorporated and restated as if set forth fully herein.

186. Defendants discriminated against Ms. Johnson on the basis of her disability, in the terms and conditions of her rental agreement, by conditioning the rental agreement with various requirements, including but not limited to the requirement of a

second deposit and that Ms. Johnson surrender her Direct Express SSI debit card and corresponding PIN number in order to stay in her unit.

187. Defendants Defendant Thomas and Thomas Estates have committed unfair and discriminatory practices in violation of [Minn. Stat. § 363A.09, subdiv. 1\(2\)](#).

## **SECOND CAUSE OF ACTION**

### **Discrimination with Regard to Public Assistance Through Different Terms and Conditions of Rental Agreement [Minn. Stat. § 363A.09, Subdiv. 1\(2\)](#)**

188. Paragraphs 1 through 187 of the Complaint are incorporated and restated as if set forth fully herein.

189. Defendants discriminated against Ms. Johnson on the basis of her status as a recipient of public assistance in the form of Supplemental Security Income, in the terms and conditions of her rental agreement, by requiring Ms. Johnson to surrender her Direct Express SSI debit card and corresponding PIN number in order to stay in her Unit.

190. Defendants Thomas and Thomas Estates have committed unfair and discriminatory practices in violation of [Minn. Stat. § 363A.09, subdiv. 1\(2\)](#).

## **THIRD CAUSE OF ACTION**

### **Reprisal Against a Person who Opposes Discriminatory Practices Prohibited by the Minnesota Human Rights Act [Minn. Stat. § 363A.15](#)**

191. Paragraphs 1 through 190 of the Complaint are incorporated and restated as if set forth fully herein.

192. Defendant Thomas committed acts of discrimination against Ms. Johnson on the basis of her protected status as a disabled person and a person receiving public assistance.

193. At some point in their relationship, Ms. Johnson expressed to Defendant Thomas her opposition to these actions. These oppositions included, but were not limited to, repeated requests for her card to be returned and informing Defendant Thomas she would be seeking legal assistance to help her get her card back.

194. Defendants' actions, including Defendant Thomas' behaviors towards Ms. Johnson after she informed him of her intention to seek legal help and Defendant Thomas Estates filing of an unlawful detainer, constitute a discriminatory reprisal in violation of [Minn. Stat. § 363A.15](#).

## **FOURTH CAUSE OF ACTION [FINANCIAL EXPLOITATION](#) OF A VULNERABLE ADULT**

### **Violations of [Minn. Stat. § 626.557, Subdiv. 20](#)**

195. Paragraphs 1 through 194 of the Complaint are incorporated and restated as if set forth fully herein.

196. Ms. Johnson is a vulnerable adult under Minnesota Law.

197. Defendants Thomas and Thomas Estates' actions constitute [financial exploitation](#) of Ms. Johnson as defined in [Minn. Stat. § 626.5572, subdiv. 9\(b\)](#).

198. Defendants Thomas and Thomas Estates' **exploitative** actions entitle Ms. Johnson to three times the amount of compensatory damages or \$10,000, whichever is greater, and reasonable attorney's fees and costs.

## **FIFTH CAUSE OF ACTION**

### **CONVERSION**

199. Paragraphs 1 through 198 of the Complaint are incorporated and restated as if set forth fully herein.

200. Ms. Johnson had a legal right to keep control of her SSI funds.

201. By refusing to return Ms. Johnson's Direct Express SSI debit card and withdrawing amounts over and above what he was legally entitled to, Defendant Thomas exercised control of those funds from Ms. Johnson's SSI account that was contrary to her right to that property and intentionally deprived her possession of that property indefinitely.

202. Defendant Thomas' conduct resulted in a conversion of Ms. Johnson's personal funds.

### **REQUEST FOR RELIEF**

WHEREFORE, Ms. Johnson requests that this Court grant her judgment against the Defendants and relief including, but not limited to, the following:

A. Declaratory Judgment pursuant to [Minn. Stat. § 555.01](#) that Defendants have:

a. violated [42 USC §§ 1383\(d\)\(1\)](#) and 407(a) by demanding Ms. Johnson's SSI debit card to collect future SSI payments as they became due to her, and by refusing to return her debit card after each request;

b. discriminated against Ms. Johnson, on account of her disability and status as receiving SSI, in violation of the Minnesota Human Rights Act;

c. taken actions of reprisal against Ms. Johnson because of her opposition to such discrimination; and

d. **financially exploited** Ms. Johnson, a vulnerable adult, in violation of the Vulnerable Adult Act;

B. Enjoining Defendants from taking any further actions to terminate Ms. Johnson's lease and from depriving her of her right to equal use and enjoyment of her home and of the common areas of the apartment;

C. Awarding Plaintiff damages from Defendants in excess of \$50,000;

D. Awarding Plaintiff compensatory damages, including damages for conversion, to be determined at trial and damages equal to three times the amount of compensatory damages or \$10,000, whichever is greater;

E. Awarding Plaintiff and her counsel reasonable costs and attorney's fees; and

F. Such other relief as the Court determines to be just and reasonable.

Dated: December 9, 2011

LAW OFFICES OF THE LEGAL AID SOCIETY OF MINNEAPOLIS

BY <<signature>>

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#### **ACKNOWLEDGEMENT**

The undersigned hereby acknowledges that sanctions may be awarded pursuant to [Minn. Stat. § 549.211, subdiv. 1](#) to the opposing party if the party or their attorneys act in bad faith, assert a frivolous claim, assert an unfounded position to delay or harass, or commit a fraud upon the Court.

<<signature>>

Sean Burke

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